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4 BILL NO. S-74-11-54

5 SPECIAL ORDINANCE NO. S-198-74

6 AN ORDINANCE approving a contract with A. GROSJEAN  
7 & SON for curb and sidewalk construction in  
8 connection with Resolution No. 5674-74

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:


11 SECTION 1. The contract dated October 3, 1974 between the City of  
12 Fort Wayne, by and through its Mayor and the Board of Public Works and A.  
13 GROSJEAN & SON, for construction of curbs and sidewalks, as follows:

14 On Harmar Street from the south curb line of Jefferson  
15 Boulevard to the north curb line of Madison Street. Also,  
16 that portion of sidewalk on the south side of Jefferson  
17 Boulevard from the west property line of Harmar Street  
to a point 89 feet west thereof

18 for a cost of approximately \$10,933.80, of which the City will pay approximately  
19 \$9,546.30 and the balance to be paid by the property owners through Barrett Law  
20 all as more particularly set forth in said Contract, which is on file in the Office  
21 of the Board of Public Works, and is by reference incorporated herein and made  
22 a part hereof, is hereby in all things ratified, confirmed and approved.

23 SECTION 2. This Ordinance shall be in full force and effect from and  
24 after its passage and approval by the Mayor.  
25

26  
27   
28 Councilman

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35  
APPROVED AS TO FORM  
AND LEGALITY.  
  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-26-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (POST) by the following vote:

|             | AYES <u>9</u> | NAYS _____ | ABSTAINED _____ | ABSENT _____ | to-wit: |
|-------------|---------------|------------|-----------------|--------------|---------|
| BURNS       | <u>X</u>      | _____      | _____           | _____        |         |
| HINGA       | <u>X</u>      | _____      | _____           | _____        |         |
| KRAUS       | <u>X</u>      | _____      | _____           | _____        |         |
| MOSES       | <u>X</u>      | _____      | _____           | _____        |         |
| NUCKOLS     | <u>X</u>      | _____      | _____           | _____        |         |
| SCHMIDT, D. | <u>X</u>      | _____      | _____           | _____        |         |
| SCHMIDT, V. | <u>X</u>      | _____      | _____           | _____        |         |
| STIER       | <u>X</u>      | _____      | _____           | _____        |         |
| TALARICO    | <u>X</u>      | _____      | _____           | _____        |         |

DATE: 12-10-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. L-198-74 on the 10th day of December, 1974.

ATTEST: (SEAL) Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 3:00 o'clock P. M., E.S.T.

Joe A. Proff  
MAYOR

Bill No. S-74-11-54

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with A. GROSJEAN & SON for curb and sidewalk

construction in connection with Resolution No. 5674-74

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance ~~DO~~ <sup>DO</sup> PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

*W. C. Moses Jr.*  
*John Nuckols*  
*James S. Stier*  
*William T. Hinga*  
*Vivian G. Schmidt*

DATE 12-10-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

61-181-13

10/31/74

Copy sent to Hoagland  
 BARRETT LAW  
 SUBJECT TO COUNCILMANIC APPROVAL  
 Preliminary Meeting \_\_\_\_\_  
 Ratification \_\_\_\_\_

# CONTRACT

This Agreement, made and entered into this 30<sup>th</sup> day of OCTOBER, 1974

by and between ----- A. GROSJEAN & SON -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

curb and sidewalk on Harmar Street from the south curb line of Jefferson

Boulevard to the north curb line of Madison Street. Also, that portion of side-

walk on the south side of Jefferson Boulevard from the west property line of

Harmar Street to a point 89 feet west thereof.

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5674-1974 and at the following price per lineal foot:

at the following prices:

|   |  |         |
|---|--|---------|
| Sidewalk Removal                                | Three dollars and no cents, per square yard    | \$ 3.00 |
| Driveway Removal                                | Four dollars and no cents, per square yard     | 4.00    |
| Curb Removal                                    | One dollar and no cents, per lineal foot       | 1.00    |
| Excavating                                      | Five dollars and no cents, per square yard     | 5.00    |
| New 9" Concrete                                 | Fourteen dollars and no cents, per square yard | 14.00   |
| New Standard Walk                               | One dollar and twenty cents, per square foot   | 1.20    |
| New Curbface Walk                               | One dollar and fifty cents, per square foot    | 1.50    |
| New Catch Basin (Including 8 Lin. Ft. 12" Pipe) | Eight hundred dollars and no cents, each       | 800.00  |
| Abandon Catch Basin                             | One hundred dollars and no cents, each         | 100.00  |
| New 6" Capped Curb                              | Three dollars and no cents, per lineal foot    | 3.00    |
| Special Dirt Backfill (For Seeding)             | Four dollars and no cents, per ton             | 4.00    |
| Mulch Seeding, Including Fertilizer             | Two dollars and no cents, per square yard      | 2.00    |
| New Standard Inlets                             | Five hundred dollars and no cents, each        | 500.00  |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5674~~-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ~~within 30 days after Contract is approved by City Council~~ and in all respects completed ~~on or before XXXXXXXXXXXXXXXX, 19XX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19     until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 3rd day of OCTOBER, 1974

A. GROSJEAN & SON

BY: Robert A. Grosjean

ITS: owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Glenn C. Kelly  
Its Board of Public Works and Mayor.

OCT 11 1974

# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_  
\_\_\_\_\_ A. GROSJEAN & SON \_\_\_\_\_ Contractors

as principal, and CINCINNATI INSURANCE COMPANY, CINCINNATI, OHIO \_\_\_\_\_

\_\_\_\_\_ as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TEN THOUSAND, NINE HUNDRED THIRTY THREE DOLLARS AND EIGHTY CENTS \_\_\_\_\_

\_\_\_\_\_ (\$10,933.80)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said \_\_\_\_\_

\_\_\_\_\_ -A. GROSJEAN & SON- \_\_\_\_\_

did on the 3rd day of OCTOBER

\_\_\_\_\_, enter into a contract with the City of Fort Wayne to construct a  
\_\_\_\_\_ Sidewalk & Curb

on Harmar Street ~~XXXX~~ from the south curb line of  
Jefferson Boulevard to the north curb line of Madison Street. Also, that portion  
of sidewalk on the south side of Jefferson Boulevard from the west property line  
of Harmar Street to a point 89 feet west.

\_\_\_\_\_ according to certain plans and specifications, and  
\_\_\_\_\_ for a period of three years  
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said \_\_\_\_\_

A. GROSJEAN & SON- \_\_\_\_\_ shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 3rd day of OCTOBER

A. GROSJEAN & SON (SEAL)

BY: Robert A. Shappert (SEAL)

ITS: owner (SEAL)

Approved this 3/rd day of October, 1974

Glenn Carling

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we -----

-----A. GROSJEAN & SON-----

as principal, and CINCINNATI INSURANCE COMPANY, CINCINNATI, OHIO-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TEN THOUSAND,

NINE HUNDRED THIRTY THREE DOLLARS AND EIGHTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$10,933.80)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 3rd

day of OCTOBER, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 3rd day of OCTOBER

A. GROSJEAN & SON

BY: Robert A. Grosjean (SEAL)

ITS: owner (SEAL)

Approved this 31st day of October, 1974

Glen Cabling  
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE.

October 2, 1974



THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio 45225

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint **Paul Davenport; Lois I. Davenport; Bruce P. Davenport and/or**

**Larry D. Smith**  
of **Fort Wayne, Indiana**  
seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute,

**Any such obligations in the United States, up to One Hundred Thousand and no/100 Dollars (\$100,000.00).**

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 3rd day of November 1970.



THE CINCINNATI INSURANCE COMPANY

*Robert J. Dineen*

Vice-President

STATE OF OHIO )  
COUNTY OF HAMILTON) ss:

On this 3rd day of November 1970, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

*Henry G. Berlon*

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.  
this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_



*Robert J. Dineen*

Secretary and Treasurer



DIGEST SHEETTITLE OF ORDINANCE SPECIAL ORDINANCES-74-11-54DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE Approving contract with A. Grosjean for curb and sidewalkimprovement on Resolution No. 5674-74 (Harmar St.)EFFECT OF PASSAGE Curb and sidewalk improvementEFFECT OF NON-PASSAGE No improvementMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Approx. 10,933.80\$9,546.30 By City; \$1,387.50 Property Owners, Barrett Law ProjectASSIGNED TO COMMITTEE (PRESIDENT) Public works